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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

JUL 27 2012

Phil Lombardi, Clerk  
U.S. DISTRICT COURT

(1) CHRISTIANSEN AVIATION, INC., an )  
Oklahoma corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
(2) XL SPECIALTY INSURANCE COMPANY, )  
a foreign corporation, )  
(3) FALCON INSURANCE AGENCY, INC., )  
a foreign corporation, )  
(4) VECTAIR USA, LLC, a foreign )  
corporation, )  
(5) AERO QUEST, LLC, d/b/a AIR )  
VENTURE FLIGHT CENTER, a )  
foreign limited liability company, and )  
(6) NATALIE HOOVER, )  
 )  
Defendants. )

Case No.:

**12 CV - 421 CVE TLW**

**DEFENDANTS' NOTICE OF REMOVAL**

Defendants, XL Specialty Insurance Company ("XL Specialty"), Vectair USA, LLC ("Vectair"), Aero Quest, LLC ("Aero Quest") and Natalie Hoover ("Hoover") (collectively "Defendants"), pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, remove this action from the District Court of Tulsa County, Oklahoma, where it was filed as Case No. CJ-2012-2654, to the United States District Court for the Northern District of Oklahoma. Defendants state the following as grounds for removal:

1. On May 18, 2012, Plaintiff filed a Petition in the District Court of Tulsa County against the above-named defendants. The case was assigned Case No. CJ-

See pd

2012-2654 (“the State Court Action”). XL Specialty was served with the Petition on June 28, 2, 2012. Vectair was served with the Petition on June 27, 2012. Aero Quest was served on June 27, 2012. Hoover was served on July 5, 2012. See Docket Sheet for Tulsa County District Court Case No. CJ-2012-2654, attached as Exhibit 1.

2. Pursuant to LCvR81.2, a copy of the docket sheet for Tulsa County District Court Case No. CJ-2012-2654, which identifies all pleadings, appearances, and orders filed in the State Court action, has been downloaded from the Oklahoma Supreme Court Net work (“OSCN”) and is attached hereto as Exhibit 1. Pursuant to 28 U.S.C. § 1446 and LCvR 81.2, all papers filed or served on XL Specialty in the State Court Action at the time of this removal are attached hereto. The Petition is attached as Exhibit 2. The Proof of Service of Summons to XL Specialty is attached as Exhibit 3. The Proofs of Service of Summonses issued to Vectair USA, LLC (“Vectair”), Aero Quest, LLC, d/b/a Air Venture Flight Center (“Aero Quest”) and Natalie Hoover (“Hoover”) are attached, respectively, as Exhibits 4, 5, and 6. Falcon Insurance Agency, Inc. (“Falcon”) has not yet been served with the Petition and Summons. An entry of appearance by the undersigned and a reservation of the time to answer on behalf of the served Defendants are attached as Exhibit 7. There are no motions pending at the time of this removal.

3. Removal is proper because there is complete diversity between the parties. 28 U.S.C. § 1332(a). Plaintiff, Christiansen Aviation, Inc., is a corporation organized under the laws of Oklahoma, with its principal place of business in

Oklahoma. *See* Exhibit 2, at ¶ 1. XL Specialty is a corporation organized under the laws of Delaware with its principal place of business in Connecticut. [*See* Exhibit 8, NAIC Consumer Information Record for XL Specialty, and Exhibit 3, Proof of Service of Summons to XL Specialty.] Falcon Insurance is a corporation organized under the laws of Texas with its principal place of business in Texas. [*See* Exhibit 9, Texas Sec. of State Record for Falcon Insurance.] Vectair is a limited liability company organized under the laws of Mississippi with its principal place of business in Mississippi. [*See* Exhibit 10, Mississippi Sec. of State Record, and Proof of Service of Summons to Vectair, Exhibit 4.] Aero Quest is a limited liability company organized under the laws of Mississippi with its principal place of business in Mississippi. [*See* Exhibit 11, Mississippi Sec. of State Record, and Proof of Service of Summons to Aero Quest, Exhibit 5.] Hoover is a resident of Tennessee. [*See* Proof of Service of Summons to Hoover, Exhibit 6.]

4. Plaintiffs state in the Petition that the amount of controversy exceeds the amount required for diversity jurisdiction pursuant to 28 U.S.C. § 1332. *See* Exhibit 2, Petition, Prayers for Relief following ¶¶ 61 & 66.

5. Removal is proper because this Court would have had original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) had it been brought in federal court in that this action is between citizens of different States and the amount of controversy is at least \$75,000.

6. Venue properly lies in the United States District Court for the Northern District of Oklahoma pursuant to 28 U.S.C. § 1441(a) because this District encompasses the county in which the State Court Action is pending.

7. Written notice of the filing of this Notice of Removal will be given to Plaintiff through its counsel of record in the State Court Action. Also, as required by 28 U.S.C. § 1441(d), a copy of this Notice of Removal will be filed with the Clerk for the District Court of Tulsa County.

WHEREFORE Defendant, XL Specialty Insurance Company, Vectair USA, LLC, Aero Quest, LLC and Natalie Hoover asks that no further proceedings take place in the District Court of Tulsa County and that this suit be removed to the United States District Court for the Northern District of Oklahoma.

Dated: July 27, 2012.

Respectfully Submitted

By: /s/ John H. Tucker  
JOHN H. TUCKER, OBA #9110  
e-mail: [jtucker@rhodesokla.com](mailto:jtucker@rhodesokla.com)  
KERRY R. LEWIS, OBA #16519  
e-mail: [klewis@rhodesokla.com](mailto:klewis@rhodesokla.com)  
RHODES, HIERONYMUS, JONES, TUCKER &  
GABLE, PLLC  
P. O. BOX 21100  
Tulsa, OK 74121-1100  
Phone: 918-582-1173  
Fax: 918-592-3390  
*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I certify that on the 27<sup>th</sup> day of July, 2012, I electronically transmitted the attached document by First Class Mail, with correct postage fully prepaid thereon, to the following:

***Counsel for Plaintiff:***

George Gibbs                      [ggibbs@tulsacounsel.com](mailto:ggibbs@tulsacounsel.com)  
Jamie Rogers                      [jrogers@tulsacounsel.com](mailto:jrogers@tulsacounsel.com)  
Gibbs Armstrong Borochoff Mullican & Hart, P.C.  
601 South Boulder Avenue, Suite 500  
Tulsa, OK 73102

/s/ John H. Tucker



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**THE OKLAHOMA STATE COURTS NETWORK**

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The information on this page is NOT an official record. Do not rely on the correctness or completeness of this information. Verify all information with the official record keeper. The information contained in this report is provided in compliance with the Oklahoma Open Records Act, 51 O.S. 24A.1. Use of this information is governed by this act, as well as other applicable state and federal laws.

**IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA**

CHRISTIANSEN AVIATION INC, Plaintiff, v. XL SPECIALTY INSURANCE COMPANY, Defendant, and FALCON INSURANCE AGENCY INC, Defendant, and VECTAIR USA LLC, Defendant, and AERO QUEST LLC DBA AIR VENTURE FLIGHT CENTER, Defendant, and NATALIE BINGHAM HOOVER, Defendant.	<b>No. CJ-2012-2654</b> <b>(Civil relief more than \$10,000:</b> <b>BREACH OF AGREEMENT - CONTRACT)</b>  Filed: 05/18/2012  Judge: Sellers, Jefferson D.
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**Parties**

AERO QUEST LLC , Defendant  
CHRISTIANSEN AVIATION INC , Plaintiff  
FALCON INSURANCE AGENCY INC , Defendant  
HOOVER, NATALIE BINGHAM , Defendant  
VECTAIR USA LLC , Defendant  
XL SPECIALTY INSURANCE COMPANY , Defendant

**Attorneys**

**Attorney**

Rogers, Jamie Alison(Bar # 19927)  
601 South Boulder, Suite 500  
Tulsa, OK 74119

**Represented Parties**

CHRISTIANSEN AVIATION INC,

TUCKER, JOHN HAMPTON(Bar # 9110)  
100 W 5TH, STE 400  
PO BOX 21100  
TULSA, 74121

HOOVER, NATALIE BINGHAM  
AERO QUEST LLC,  
VECTAIR USA LLC,  
XL SPECIALTY INSURANCE COMPANY,

**Events**

**Event Party Docket Reporter**

**Issues**

**EXHIBIT**

**1**

For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

**Issue # 1.**

Issue: BREACH OF AGREEMENT - CONTRACT  
(CONTRACT)

Filed by: CHRISTIANSEN AVIATION INC

Filed Date: 05/18/2012

**Party Name:**

**Disposition Information:**

**Defendant:** XL SPECIALTY INSURANCE COMPANY Pending.


**Defendant:** FALCON INSURANCE AGENCY INC Pending.

**Defendant:** VECTAIR USA LLC Pending.

**Defendant:** AERO QUEST LLC Pending.

**Defendant:** HOOVER, NATALIE BINGHAM Pending.

## Docket

Date	Code	Count	Party	Serial #	Entry Date		
05-18-2012	TEXT	1		81732739	May 18 2012 4:17:27:400PM	-	\$ 0.00
	CIVIL RELIEF MORE THAN \$10,000 INITIAL FILING.						
05-18-2012	CONTRACT	-		81732741	May 18 2012 4:17:27:440PM	Realized	\$ 0.00
	BREACH OF AGREEMENT - CONTRACT						
05-18-2012	DMFE	-		81732742	May 18 2012 4:17:27:580PM	Realized	\$ 2.00
	DISPUTE MEDIATION FEE(\$ 2.00)						
05-18-2012	PFE1	-		81732743	May 18 2012 4:26:42:010PM	Realized	\$ 163.00
	PETITION(\$ 163.00)						
	 <a href="#">Document Available (#1018540067)</a>						
05-18-2012	PFE7	-		81732744	May 18 2012 4:17:27:580PM	Realized	\$ 6.00
	LAW LIBRARY FEE(\$ 6.00)						
05-18-2012	OCISR	-		81732745	May 18 2012 4:17:27:580PM	Realized	\$ 25.00
	OKLAHOMA COURT INFORMATION SYSTEM REVOLVING FUND(\$ 25.00)						
05-18-2012	CCADMIN02	-		81732746	May 18 2012 4:17:27:580PM	Realized	\$ 0.20
	COURT CLERK ADMINISTRATIVE FEE ON \$2 COLLECTIONS(\$ 0.20)						
05-18-2012	OCJC	-		81732747	May 18 2012 4:17:27:580PM	Realized	\$ 2.00
	OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND(\$ 2.00)						
05-18-2012	OCASA	-		81732748	May 18 2012 4:17:27:580PM	Realized	\$ 5.00
	OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES(\$ 5.00)						
05-18-2012	CCADMIN04	-		81732749	May 18 2012 4:17:27:580PM	Realized	\$ 0.50
	COURT CLERK ADMINISTRATIVE FEE ON COLLECTIONS(\$ 0.50)						
05-18-2012	LTF	-		81732750	May 18 2012 4:17:27:680PM	Realized	\$ 10.00



LENGTHY TRIAL FUND(\$ 10.00)

05-18-2012 TEXT	-	81732740	May 18 2012 4:17:27:420PM	-	\$ 0.00
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OCIS HAS AUTOMATICALLY ASSIGNED JUDGE SELLERS, JEFFERSON D. TO THIS CASE.

05-18-2012 ACCOUNT	-	81732762	May 18 2012 4:18:05:720PM	-	\$ 0.00
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RECEIPT # 2012-2363210 ON 05/18/2012.  
 PAYOR:GIBBS ARMSTRONG TOTAL AMOUNT PAID: \$213.70.  
 LINE ITEMS:  
 CJ-2012-2654: \$163.00 ON AC01 CLERK FEES.  
 CJ-2012-2654: \$6.00 ON AC23 LAW LIBRARY FEE.  
 CJ-2012-2654: \$0.70 ON AC31 COURT CLERK REVOLVING FUND.  
 CJ-2012-2654: \$5.00 ON AC58 OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES.  
 CJ-2012-2654: \$2.00 ON AC59 OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND.  
 CJ-2012-2654: \$2.00 ON AC64 DISPUTE MEDIATION FEES.  
 CJ-2012-2654: \$25.00 ON AC79 OCIS REVOLVING FUND.  
 CJ-2012-2654: \$10.00 ON AC81 LENGTHY TRIAL FUND.

06-27-2012 SMF	-	82099912	Jun 27 2012 10:44:35:250AM	Realized	\$ 25.00
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SUMMONS FEE (CLERKS FEE)5(\$ 25.00)

06-27-2012 SMIMA	-	82099921	Jun 27 2012 10:44:56:070AM	-	\$ 0.00
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SUMMONS ISSUED - MAILED BY ATTORNEY-5-

06-27-2012 ACCOUNT	-	82099949	Jun 27 2012 10:45:53:580AM	-	\$ 0.00
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RECEIPT # 2012-2390433 ON 06/27/2012.  
 PAYOR:GIBBS ARMSTRONG TOTAL AMOUNT PAID: \$25.00.  
 LINE ITEMS:  
 CJ-2012-2654: \$25.00 ON AC01 CLERK FEES.


07-12-2012 S	-	XL SPECIALTY INSURANCE COMPANY	82243431	Jul 12 2012 4:39:26:377PM	-	\$ 0.00
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PARTY HAS BEEN SUCCESSFULLY SERVED.SUMMONS SERVED ON XL SPECIALTY INSURANCE COMPANY, ON 6-29-12 BY CERTIFIED MAIL (CLK'S NOTE: TRACK & CONFIRM ATTACHED - ILLEGIBLE)

 [Document Available \(#1019038785\)](#)


07-12-2012 S	-	VECTAIR USA LLC	82243432	Jul 12 2012 4:38:21:617PM	-	\$ 0.00
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PARTY HAS BEEN SUCCESSFULLY SERVED. SUMMONS SERVED FOR VECTAIR USA LLC / CERTIFIED MAIL / SIGNED BRENDA HAMMERTON, ON 6-29-12

 [Document Available \(#1019038874\)](#)

07-12-2012 S	-	AERO QUEST LLC	82243466	Jul 12 2012 4:39:46:837PM	-	\$ 0.00
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PARTY HAS BEEN SUCCESSFULLY SERVED. SUMMONS SERVED FOR AERO QUEST LLC / CERTIFIED MAIL/ SIGNED BRENDA HAMMERTON, ON 6-29-12 /


 [Document Available \(#1019038870\)](#)

07-12-2012 S	-	HOOVER, NATALIE BINGHAM	82243494	Jul 12 2012 4:40:45:587PM	-	\$ 0.00
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PARTY HAS BEEN SUCCESSFULLY SERVED. SUMMONS SERVED ON NATALIE BINGHAM




HOOVER, SIGNED BY DUSTIN HOOVER, ON 7-05-12 BY CERTIFIED MAIL (USPS TRACK & CONFIRM ATTACHED)

 [Document Available \(#1019038781\)](#)

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07-18-2012 EAA	-	XL SPECIALTY INSURANCE COMPANY	82298217	Jul 18 2012 4:29:19:103PM	-	\$ 0.00
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SPECIAL ENTRY OF APPEARANCE & RESERVATION OF TIME IN WHICH TO FURTHER PLEAD OR ANSWER (JOHN TUCKER ENTERS AS COUNSEL FOR XL SPECIALTY INSURANCE CO, VECTAIR USA LLC, AERO QUET LLC & NATALIE BINGHAM HOOVER - COVERSHEETS ATTACHED) / CERTIFICATE OF SERVICE

 [Document Available \(#1019043556\)](#)

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07-24-2012 SMIP	-		82355987	Jul 24 2012 3:28:25:963PM	-	\$ 0.00
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SUMMONS ISSUED - PRIVATE PROCESS SERVER

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07-24-2012 SMF	-		82355989	Jul 24 2012 3:28:28:703PM	Realized	\$ 5.00
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SUMMONS FEE (CLERKS FEE)(\$ 5.00)

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07-24-2012 ACCOUNT	-		82355998	Jul 24 2012 3:28:51:093PM	-	\$ 0.00
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RECEIPT # 2012-2407011 ON 07/24/2012.  
PAYOR:GIBBS ARMSTRONG TOTAL AMOUNT PAID: \$5.00.  
LINE ITEMS:  
CJ-2012-2654: \$5.00 ON AC01 CLERK FEES.

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Report Generated by The Oklahoma Court Information System at July 26, 2012 10:41 AM

End of Transmission.



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**Parties**

AERO QUEST LLC , Defendant  
CHRISTIANSEN AVIATION INC , Plaintiff  
FALCON INSURANCE AGENCY INC , Defendant  
HOOVER, NATALIE BINGHAM , Defendant  
VECTAIR USA LLC , Defendant  
XL SPECIALTY INSURANCE COMPANY , Defendant

**Attorneys**

**Attorney**

Rogers, Jamie Alison(Bar # 19927)  
601 South Boulder, Suite 500  
Tulsa, OK 74119

**Represented Parties**

CHRISTIANSEN AVIATION INC,

TUCKER, JOHN HAMPTON(Bar # 9110)  
100 W 5TH, STE 400  
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TULSA, 74121

HOOVER, NATALIE BINGHAM  
AERO QUEST LLC,  
VECTAIR USA LLC,  
XL SPECIALTY INSURANCE COMPANY,

**Events**

Event	Party	Docket	Reporter
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Filed Date: 05/18/2012

**Party Name:**

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**Defendant:** FALCON INSURANCE AGENCY INC Pending.

**Defendant:** VECTAIR USA LLC Pending.

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 [Document Available \(#1019038785\)](#)

07-12-2012 S	-	VECTAIR USA LLC	82243432	Jul 12 2012 4:38:21:617PM	-	\$ 0.00
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PARTY HAS BEEN SUCCESSFULLY SERVED. SUMMONS SERVED FOR VECTAIR USA LLC / CERTIFIED MAIL / SIGNED BRENDA HAMMERTON, ON 6-29-12

 [Document Available \(#1019038874\)](#)

07-12-2012 S	-	AERO QUEST LLC	82243466	Jul 12 2012 4:39:46:837PM	-	\$ 0.00
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PARTY HAS BEEN SUCCESSFULLY SERVED. SUMMONS SERVED FOR AERO QUEST LLC / CERTIFIED MAIL/ SIGNED BRENDA HAMMERTON, ON 6-29-12 /

 [Document Available \(#1019038870\)](#)

07-12-2012 S	-	HOOVER, NATALIE BINGHAM	82243494	Jul 12 2012 4:40:45:587PM	-	\$ 0.00
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PARTY HAS BEEN SUCCESSFULLY SERVED. SUMMONS SERVED ON NATALIE BINGHAM



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

CHRISTIANSSEN AVIATION, INC.,  
A Domestic Corporation,

Plaintiff,

Vs.

XL SPECIALTY INSURANCE COMPANY,  
A Foreign Corporation; FALCON INSURANCE  
AGENCY, INC., a Foreign Corporation,  
VECTAIR USA, LLC, A Foreign Limited  
Liability company; AERO QUEST, LLC, d/b/a  
AIR VENTURE FLIGHT CENTER, a Foreign  
Limited Liability Company, and NATALIE  
BINGHAM HOOVER,

Defendants.

CJ-2012-02654

Case No.

DISTRICT COURT  
FILED

MAY 18 2012

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA, TULSA COUNTY

JEFFERSON D. SELLERS

PETITION

COMES NOW the Plaintiff, Christiansen Aviation, Inc. ("Christiansen Aviation"), by and through its attorneys of the law firm of Gibbs Armstrong Borochoff Mullican & Hart, P.C., and in support of its Petition against Defendants, XL Specialty Insurance Company ("XL Specialty"), Falcon Insurance Agency, Inc. ("Falcon Insurance"), Vectair, USA, LLC, and Aero Quest, LLC, and Natalie Bingham Hoover, and alleges and states as follows:

JURISDICTION AND VENUE

1. Plaintiff Christiansen Aviation, Inc. is a domestic Oklahoma corporation with its principal place of business in Tulsa, Oklahoma.
2. Defendant XL Specialty is a foreign corporation registered to conduct insurance business in Oklahoma with the Oklahoma Insurance Commission, upon information and belief, with its principal place of business in Connecticut and incorporated in Delaware.

EXHIBIT

2

3. Defendant Falcon Insurance is a foreign corporation registered to conduct insurance business in Oklahoma with the Oklahoma Insurance Commission, upon information and belief, with its principal place of business in Texas and incorporated in Texas.

4. Defendant Vectair, upon information and belief, is a foreign limited liability company with its principal place of business in Mississippi and incorporated in Mississippi.

5. Defendant Aero Quest, upon information and belief, is a foreign limited liability company with its principal place of business in Mississippi and incorporated in Mississippi.

6. Defendant Natalie Bingham Hoover, upon information and belief, is a resident of Tennessee.

7. Venue is proper under Oklahoma Stat. tit. 12 § 137 as the action and/or some part of it arose in Tulsa County, Plaintiff resides in Tulsa County, and, upon information and belief, Defendants have agents in Tulsa County, Oklahoma, and/or a Co-Defendant may be properly sued in Tulsa County.

#### **OPERATIVE FACTS**

8. Christiansen Aviation and Aero Quest, LLC (d.b.a. Air Venture Flight Center) and/or Vectair USA, LLC (collectively referred to as "Aero Quest"), entered into an Aircraft Lease Agreement ("lease") for use of a 1979 Beech-76, N6045M Duchess ("the aircraft"), executed in counterparts on or about January 18, 2012.

9. The aircraft was principally hangered in Oklahoma.

10. Prior to delivery of the aircraft and prior to Christiansen Aviation allowing Aero Quest and/or their agents and/or representatives to fly the aircraft, including Aero Quest flight instructor Natalie Bingham Hoover and her Aero Quest student pilot, Christiansen Aviation required and Aero Quest agreed to have insurance coverage for the aircraft and provide proof of insurance coverage.

11. The lease required Aero Quest to obtain hull and liability insurance policies providing aircraft liability coverage and aircraft physical damage coverage prior to delivery of the aircraft, including prior to Aero Quest, and/or its agents or representatives, including Natalie Bingham Hoover, flying the aircraft.

12. The lease required Aero Quest to furnish Christiansen Aviation evidence that the required insurance had been secured prior to delivery of the aircraft and prior to Aero Quest, and/or its agents, including Natalie Bingham Hoover, flying the aircraft.

13. Aero Quest's responses to the Christiansen Aviation lease questionnaire indicated that XL Specialty and Falcon Insurance were Aero Quest's insurance providers with "Present Liability coverage" of "1,000,000/100,000" with a \$2,500 deductible.

14. On January 19, 2012, prior to delivery of the aircraft and prior to Aero Quest, and/or its agents, including Natalie Bingham Hoover, being allowed to fly the aircraft, XL Specialty and/or Falcon Insurance, acting as the agent and/or representative of XL Specialty Insurance, issued a Certificate of Insurance to Aero Quest and Christiansen Aviation.

15. Aero Quest, and/or its agents, representatives, or employees, including, but not limited to, Natalie Bingham Hoover, provided or instructed the Certificate of Insurance be provided to Christiansen Aviation, and/or knew about and/or utilized the Certificate of Insurance delivered to Christiansen Aviation, upon information and belief, with knowledge of its contents.

16. The Certificate of Insurance made the representations included therein, including, but not limited to, specifically providing coverage for the aircraft and specifically naming Christiansen Aviation as "Certificate Holder," "Owner/Lessor," "Additional Insured," and "Loss Payee."



17. The Certificate of Insurance stated that Aircraft Liability Policy No. UA00003876AV11A provided Combined Single Limit Bodily Injury and Property Damage Liability of \$1,000,000 each occurrence and Passenger Liability of \$100,000 each passenger.

18. The Certificate of Insurance states, "This is to certify to Christiansen Aviation, Inc. . . . that . . . Aero Quest, LLC dba Air Venture Flight Center . . . is at this date insured with XL Specialty Insurance Company for the Limits of Coverage stated below: . . ."

19. The Certificate of Insurance includes a "Descriptive Schedule of Coverage" for "AIRCRAFT PHYSICAL DAMAGE – ALL RISKS" with a "Not In-Motion" or "In-Motion" Deductible of \$2,500, for an "Amount of Insurance" of \$75,000 stating, "Applies to: 1979 Beech 76, N6045M."

20. The Certificate of Insurance continues, "[t]he Certificate Holder, as Owner/Lessor, is included as a Loss Payee as respects the aircraft physical damage coverage."

21. The Certificate refers to, ". . . the insurance afforded by the policies described herein . . ."

22. XL Specialty and/or Falcon Insurance agreed that in the event of cancellation of the policy they would endeavor to provide thirty (30) days advance notice of cancellation.

23. Defendants' statements indicated that insurance coverage was in place at the time the Certificate of Insurance was issued.

24. At the time Defendants issued the Certificate of Insurance and made representations to Aero Quest and/or Christiansen Aviation, they were aware of the existence and/or terms of the lease between Christiansen Aviation and Aero Quest, including, but not limited to, the duty to provide proof of insurance prior to flying the plane.

25. Defendants' statements and/or the Certificate of Insurance indicated that Aero Quest had applicable and active insurance coverage for the aircraft and that Christiansen Aviation was a named Additional Insured and intended Loss Payee prior to the incident.

26. Defendants did nothing to clarify or contradict such indication to Christiansen Aviation prior to the incident and Christiansen Aviation would not have allowed Aero Quest's pilot(s) to fly the aircraft without having first presented proof of insurance.

27. Defendants intended for Christiansen Aviation, named Certificate Holder, Owner/Lessor, Additional Insured, and Loss Payee, to rely on the Certificate of Insurance and their statements and omissions at the time of issuance and/or utterance.

28. Defendants reasonably anticipated and expected that additional insured Christiansen Aviation would rely on the Certificate of Insurance and their representations and allow the primary insured, Aero Quest, including Natalie Bingham Hoover, to fly, take control of, and/or accept delivery of the aircraft.

29. Christiansen Aviation received and reasonably relied on the Certificate of Insurance and Defendants' representations prior to allowing Aero Quest's representatives, including Natalie Bingham Hoover, to take control, to fly, and/or take delivery of the aircraft.

30. On January 19, 2012, agent(s) and/or representative(s) of Aero Quest, including Natalie Bingham Hoover, acting within the scope of their agency, traveled to the place of business of Christiansen Aviation.

31. Based upon and in specific reliance on XL Specialty and Falcon Insurance's Certificate of Insurance and all Defendants' representations that Christiansen Aviation and Aero Quest had coverage for the aircraft, Christiansen Aviation allowed the Aero Quest pilot(s) to take control of the aircraft.

32. On January 19, 2012, Aero Quest, including Natalie Bingham Hoover, took possession and control of the aircraft from Christiansen Aviation.

33. On January 19, 2012, Aero Quest, including Natalie Bingham Hoover, took delivery of the aircraft from Christiansen Aviation.

34. On or about January 19, 2012, Aero Quest, and/or an agent(s) of Aero Quest, including Natalie Bingham Hoover and the student pilot, were flying the aircraft and/or supervising the flying of the aircraft, and had possession, delivery, control, and/or acceptance of the aircraft, when they were involved in a single airplane aircraft incident.

35. Aero Quest, and agent(s), employee(s), and/or representative(s) of Aero Quest, including Natalie Bingham Hoover, were negligent in failing to exercise ordinary care in flying the aircraft and/or supervising the flying of the aircraft, to avoid damage to another's property.

36. The student pilot, who is at the controls and/or manipulating the controls, flipped the flap down switch as opposed to the landing gear, thereby causing the landing gear not to deploy and causing damage to Christiansen Aviation's plane.

37. Natalie Bingham Hoover failed to properly supervise the student pilot in the operation of the plane.

38. Natalie Bingham Hoover failed, when it became suspect, indicated, and/or suggested that the landing gear was not deployed and locked, to take over operation of the aircraft for the student pilot's safety, her own safety, and the safety of the plane.

39. Natalie Bingham Hoover failed to perform an emergency extension when it became suspect, indicated, and/or suggested that the landing gear was not down before commencing landing of the plane.

who were the employees?

40. Immediately upon exiting the aircraft, Natalie Bingham Hoover met with employees of Christiansen Aviation and stated that she had not cycled the landing gear or performed an emergency extension.

41. In her written statement to the FAA, she falsely indicated that she had cycled the landing gear and performed an emergency extension prior to instructing the student pilot to begin landing.

42. The negligence of Aero Quest directly caused the damages sustained by Christiansen Aviation and the aircraft when the pilot in command, Natalie Bingham Hoover, allowed the student pilot, both acting as agents, representatives, and/or employees of Aero Quest, to flip the switch on the landing gear, allowing the nose of the plane to crash to the ground.

43. The aircraft was damaged and suffered a covered loss in excess of \$75,000.

44. At the time of the incident, the aircraft, N6045M Duchess, was insured by the policy issued by XL Specialty and Falcon Insurance with Christiansen Aviation named as an additional insured, owner/lessor, and loss payee for the policy term from June 27, 2011 through June 27, 2012 or, in the alternative, Defendants failed to obtain and/or issue the insurance they were required to obtain and/or issue and Defendants misrepresented the status of the insurance coverage of Aero Quest issued by XL Specialty and Falcon Insurance.

45. Plaintiff timely put Defendants on notice of the loss following the incident.

46. XL Specialty has denied coverage without conducting a reasonable investigation and had failed to offer any benefits under the policy.

47. XL Specialty Insurance has wrongfully denied Christiansen Aviation's claim.

48. In denying Christiansen Aviation's claim, XL Specialty Insurance has acted in reckless and wanton disregard of Christiansen Aviation's rights and/or with malice aforethought.

49. Plaintiff has been forced to obtain legal counsel to obtain benefits under the insurance policy to which it is entitled. Even after Plaintiff was represented by counsel, Defendant continued to deny benefits under the policy.

50. As a result of the afore-mentioned accident, Plaintiff's aircraft has been damaged, Plaintiff's property has been damaged, and Plaintiff has suffered loss of income because of damage to the aircraft and/or its property.

51. Defendants after having made the representations aforesaid to the contrary, and only after the incident causing damage to the aircraft, now deny the existence of insurance coverage for the aircraft, whether under a binder or under the insurance policy itself.

### **COUNT I**

#### **BREACH OF CONTRACT AS TO DEFENDANT XL SPECIALTY**

52. Plaintiff realleges and incorporates by reference paragraphs one through fifty-one of this Petition.

53. Defendants are responsible and vicariously liable for the actions, statements, and/or misstatements of their agents, representatives, and or employees acting within the scope of their employment.

54. As an additional insured, Christiansen Aviation is entitled to the same benefits as a primary insured.

55. When an authorized broker, such as Falcon Insurance, extends a binder, such as the certificate of insurance, the insurance company, here XL Specialty, is bound.

56. Generally, a binder binds the insurer to pay losses occurring before the policy is actually issued, in accordance with the terms of an insurance policy ordinarily issued by the company to insure like risks.



57. XL Specialty and/or Falcon Insurance were required by Oklahoma Law to provide statutory notice to Aero Quest and/or Christiansen Aviation prior to cancellation.

58. Defendant breached its contract with Plaintiff by failing to acknowledge, properly investigate, and provide timely payments to Plaintiff's first-party claim under the coverage afforded under the policy and/or binder. These failures occurred despite Plaintiff's notice of Defendant's claim and demand for payment.

59. Plaintiff has performed all conditions precedent to recovery under the insurance policy and/or binder and does not excuse Defendant's breach.

60. Christiansen Aviation is entitled to recover for Defendants' breach of contract, the amount of money that is needed to put it in as good a position as it would have been if the contract had not been breached.

61. As a result of Defendant's breach of contract, Plaintiff has sustained damages, including, but not limited to, damage to the airplane, damages under the lease, loss of the lease and/or income under the lease, and loss of use of the aircraft, in excess of seventy-five thousand dollars.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendant XL Specialty in an amount in excess of \$75,000.00 with interest thereon at the highest legal rate from the date of the accident, January 19, 2012, until paid, together with all costs of this action, to include attorneys' fees and all such relief as the Court may deem just and proper.

## **COUNT II**

### **BAD FAITH AS TO XL SPECIALTY**

62. Plaintiff realleges and incorporates by reference paragraphs one through sixty-one of this Petition.

63. Defendant recklessly disregarded its duty to properly investigate Plaintiff's first-party claim and to act in good faith with its insured. Alternatively, Defendant has intentionally with malice breached its duty to deal fairly and act in good faith to its insured, such as Plaintiff is entitled to recover exemplary damages against said Defendant.

64. Defendant's refusal to pay Plaintiff's claim was unreasonable under the circumstances, and the Defendant thereby violated its duty of good faith and fair dealing with Plaintiff under Oklahoma law.

65. Further, Defendant is in violation of the Unfair Claims Settlement Practices Act as set forth in 36 O.S. § 1250.5, which constitutes *prima facie* evidence of Defendant's disregard of its duty of good faith and fair dealing.

66. As a result of Defendant's bad faith refusal to investigate and pay Plaintiff's claim, Plaintiff has suffered: financial losses as it will have to spend personal money for repair services and has spent money for incident response, has suffered loss of income and profit, loss of use of the airplane, and has suffered property damage; embarrassment and loss of reputation; mental pain and suffering; and other damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendant XL Specialty in an amount in excess of \$75,000.00 with interest thereon at the highest legal rate from the date of the accident, January 19, 2012, until paid, together with all costs of this action, to include attorneys' fees, and punitive damages, and all such relief as the Court may deem just and proper.



**COUNT III**

**FRAUD (ACTUAL AND CONSTRUCTIVE) AS TO DEFENDANTS XL SPECIALTY,  
FALCON INSURANCE, VECTAIR, AERO QUEST,  
AND NATALIE BINGHAM HOOVER**

67. Plaintiff realleges and incorporates by reference paragraphs one through sixty-six of this Petition.

68. Defendants are responsible and vicariously liable for the actions, statements, and/or misstatements of their agents, representatives, and/or employees acting within the scope of their employment.

69. Upon information and belief Vectair USA, LLC fully controls Aero Quest, LLC, or vice versa, such that one is but the instrumentality of the other and the corporate veil should be pierced.

70. Defendants made false material misrepresentations, including promises that they made without any intention of performing (such as promises to provide insurance coverage to Plaintiff and Aero Quest for the aircraft).

71. Defendants made the misrepresentations with knowledge that they were false or as positive assertions made recklessly, without any knowledge of its truth.

72. Defendants made the misrepresentations with the intention that they should be acted upon by Plaintiff.

73. Plaintiff acted in reliance upon Defendants' misrepresentations.

74. Defendants breached a duty which, with or/without an actually fraudulent intent, gained an advantage to them, or any one claiming under them, by misleading Plaintiff to its prejudice, or to the prejudice of any one claiming under him.

75. Plaintiff thereby suffered damages.

76. Defendants are liable for any injury which Christiansen Aviation suffered as a result of Defendants deceit, including, but not limited to: repair costs, loss of income, loss of use of the aircraft, loss of resale value, damage to reputation, and mental pain and suffering.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendants in an amount in excess of \$75,000.00 with interest thereon at the highest legal rate from January 19, 2012 until paid, and for punitive damages, together with all costs for this action, including attorneys' fees, and such other relief as the Court may deem just and proper.

#### **COUNT IV**

#### **NEGLIGENT MISREPRESENTATION AS TO DEFENDANTS XL SPECIALTY, FALCON INSURANCE, VECTAIR, AERO QUEST, AND NATALIE BINGHAM HOOVER**

77. Plaintiff realleges and incorporates by reference paragraphs one through seventy-six of this Petition.

78. Plaintiff's claims against Defendants for negligent misrepresentation are made in the alternative to Plaintiff's claims against Defendant for fraud.

79. Defendants made misrepresentation(s) and/or omission(s) of material fact and chose to make statements without speaking the whole truth.

80. In making the misrepresentation(s) and/or omission(s), Defendants failed to exercise reasonable care, Defendants XL Insurance and Falcon Insurance failed to exercise the reasonable care required of competent insurers and insurance agents, and Natalie Bingham Hoover failed to exercise the reasonable care required of a competent flight instructor and/or pilot.

81. Plaintiff reasonably relied on Defendants' misrepresentation(s) or omission(s).

82. Plaintiff sustained damage as result of such reliance.

83. Defendants are liable for any injury which Christiansen Aviation suffered as a result of Defendants deceit, including, but not limited to: repair costs, loss of income, loss of use of the aircraft, loss of resale value, damage to reputation, and mental pain and suffering.

84. Defendants acted in reckless disregard of the rights of Plaintiff and/or intentionally with malice towards Plaintiff in making the misstatements and/or omissions.

85. Defendants in the course of their business, profession or employment, and/or in a transaction in which they had a pecuniary interest, supplied false information for the guidance of others in their business transactions and failed to exercise reasonable care or competence in obtaining or communicating the information.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendants in an amount in excess of \$75,000.00 with interest thereon at the highest legal rate from the date of the accident, January 19, 2012, until paid, together with all costs of this action, to include attorneys' fees, and punitive damages, and all such relief as the Court may deem just and proper.

#### COUNT V

#### BREACH OF CONTRACT AS TO VECTAIR AND AERO QUEST

86. Plaintiff realleges and incorporates by reference paragraphs one through eighty-five of this Petition.

87. Defendants breached the lease and their agreement to both attain and provide proof of insurance on the aircraft prior to flying, delivery, and acceptance of the aircraft, and have breached numerous provisions of the lease, including, but not limited to, Section 5. Insurance, Section 6. Risk of Casualty Loss, and Section 8 Lease Covenants.

88. Plaintiff has performed all conditions precedent to recovery under the contract and does not excuse Defendant's breach.

89. Defendants breached terms of the lease, including, but not limited to, their duty to repair the aircraft and lease the aircraft for the term of the lease.

90. Christiansen Aviation is entitled to recover for Defendants' breach of contract, the amount of money that is needed to put it in as good a position as it would have been if the contract had not been breached.

91. As a result of Defendant's breach of contract, Plaintiff has sustained damages, including, but not limited to, damage to the airplane, damages under the lease, loss of the lease and/or income under the lease, and loss of use of the aircraft, in excess of seventy-five thousand dollars.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendants in an amount in excess of \$75,000.00 with interest thereon at the highest legal rate from January 19, 2012 until paid, and for punitive damages, together with all costs for this action, including attorneys' fees, and such other relief as the Court may deem just and proper.

#### COUNT VI

#### NEGLIGENCE AND NEGLIGENT SUPERVISION AS TO VECTAIR, AERO QUEST, AND NATALIE BINGHAM HOOVER

92. Plaintiff realleges and incorporates by reference paragraphs one through ninety-one of this Petition.

93. Defendants Vectair, Aero Quest, and/or their agents, representatives, or employees breached their duty to exercise ordinary care, including the ordinary care of a certified flight instructor, to avoid damage to Christiansen Aviation's property in their actions prior to flying the aircraft and in flying, controlling, and/or supervising the flying of the aircraft.

94. Christiansen Aviation is entitled to all damages caused by Defendants' negligence, including, but not limited to: repair costs, loss of income, loss of use of the aircraft, loss of resale value, damage to reputation, and mental pain and suffering.

95. Such negligence was a direct cause of the damages sustained by Plaintiff.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendants in an amount in excess of \$75,000.00 with interest thereon at the highest legal rate from January 19, 2012 until paid, and for punitive damages, together with all costs for this action, including attorneys' fees, and such other relief as the Court may deem just and proper.

**COUNT VII**

**INDEMNITY AS TO ALL DEFENDANTS**

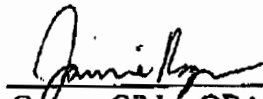
96. Plaintiff realleges and incorporates by reference paragraphs one through ninety-five of this Petition.

97. Pursuant to agreement, contract (including the lease and the policy), and/or equity the Defendants owe Plaintiff indemnity.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendants in an amount in excess of \$75,000.00 with interest thereon at the highest legal rate from January 19, 2012 until paid, and for punitive damages, together with all costs for this action, including attorneys' fees, and such other relief as the Court may deem just and proper.

Respectfully submitted,

**GIBBS ARMSTRONG BOROCHOFF  
MULLICAN & HART, P.C.**



George Gibbs, OBA # 11843  
Jamie Rogers, OBA # 19927  
601 South Boulder Avenue, Suite 500  
Tulsa, Oklahoma 74119  
918-587-3939 Telephone  
918-582-5504 Facsimile

**ATTORNEY LIEN CLAIMED  
JURY TRIAL DEMANDED**

**ATTORNEYS FOR PLAINTIFF  
CHRISTIENSEN AVIATION**





IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

CHRISTIENSEN AVIATION, INC., )  
)  
Plaintiff, )  
v. )  
)  
XL SPECIALTY INSURANCE COMPANY, )  
a Foreign Corporation; FALCON INSURANCE )  
AGENCY, INC., A Foreign Corporation; )  
VECTAIR USA, LLC, A Foreign Limited )  
Liability Company; AERO QUEST LLC, d/b/a )  
AIR VENTURE FLIGHT CENTER, A Foreign )  
Limited Liability Company; and NATALIE )  
BINGHAM HOOVER, )  
Defendants. )

Case No. CJ-2012-02654

Attorneys for Plaintiff:  
George Gibbs, OBA #11843  
Jamie Rogers, OBA #19927  
Gibbs Armstrong Borochoff Mullican and  
Hart, P.C.  
601 S. Boulder Ave., Suite 500  
Tulsa, OK 74119  
918-587-3939/918-582-5504 fax

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: XL SPECIALTY INSURANCE COMPANY  
c/o OK INSURANCE DEPT  
5 CORPORATE PLAZA  
3625 NW 56<sup>TH</sup> ST STE 100  
OK CITY OK 73112



You have been sued by the above-named Plaintiff and you are directed to file a written Answer to the attached Petition in the Court at the above address within twenty (20) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 27th day of June, 2012.

Court Clerk

BY: 

Deputy Court Clerk

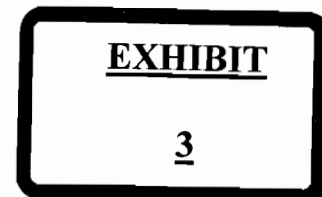
(seal)

This summons and order was served on \_\_\_\_\_  
(date of service)

\_\_\_\_\_  
(Signature of person serving summons)

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THIS SUMMONS.

Return ORIGINAL for filing.



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA  
RETURN/AFFIDAVIT OF SERVICE OF SUMMONS

Case No. CJ-2012-02654

Attorneys for Plaintiff:  
GIBBS ARMSTRONG BOROCHOFF  
MULLICAN & HART, P.C.  
601 S. Main, Suite 500  
Tulsa, OK 74119  
918-587-3939

CHRISTIANSSEN AVIATION, INC., Plaintiff,

vs.

XL SPECIALTY INSURANCE CO., et al. Defendant.

**CERTIFICATE OF SERVICE BY MAIL**

I certify that I mailed on the 28th day of June, 2012, a copy of the foregoing Summons with a copy of the Petition and Discovery Requests attached to the named Defendant at the address shown by certified mail, addressee only, return receipt requested, and it was received on the date shown:

Date Received: 6-29-12

David Russell  
(Signature of person mailing summons)



Tracking

Page 1 of 1

## My Online Services

[Profile](#) [Print](#) [Guide](#)

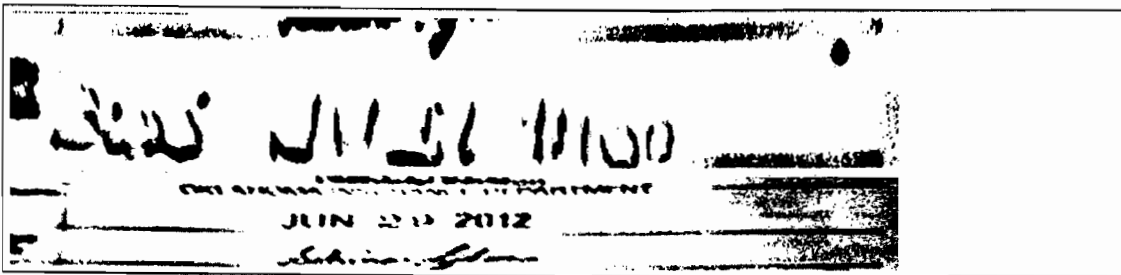
Systems	Reports	E-Services	Supplies
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[Home](#) > [E-Services](#) > Status History

## Status History ?

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Service:	ERR	City:	Oklahoma City
Value	\$9.100	State:	OK

[Proof of delivery](#)

## Status Details

▼ Status Date

Status

Fri, 06/29/12, 09:06:00 AM

OK : Delivered

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.



IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

CHRISTIANSSEN AVIATION, INC., )

Plaintiff, )

v. )

XL SPECIALTY INSURANCE COMPANY, )  
a Foreign Corporation; FALCON INSURANCE )  
AGENCY, INC., A Foreign Corporation; )  
VECTAIR USA, LLC, A Foreign Limited )  
Liability Company; AERO QUEST LLC, d/b/a )  
AIR VENTURE FLIGHT CENTER, A Foreign )  
Limited Liability Company; and NATALIE )  
BINGHAM HOOVER, )

Defendants. )

Case No. CJ-2012-02654

Attorneys for Plaintiff:

George Gibbs, OBA #11843  
Jamie Rogers, OBA #19927  
Gibbs Armstrong Borochoff Mullican and  
Hart, P.C.  
601 S. Boulder Ave., Suite 500  
Tulsa, OK 74119  
918-587-3939/918-582-5504 fax

DISTRICT COURT  
**FILED**

JUL 12 2012

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: VECTAIR USA, LCC  
11299 AIRPORT RD  
OLIVE BRANCH MS 38654

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

You have been sued by the above-named Plaintiff and you are directed to file a written Answer to the attached Petition in the Court at the above address within twenty (20) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 27th day of June, 2012.

Court Clerk

BY:  Deputy Court Clerk

(seal)

This summons and order was served on \_\_\_\_\_  
(date of service)

\_\_\_\_\_  
(Signature of person serving summons)

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THIS SUMMONS.

Return ORIGINAL for filing.

**EXHIBIT**

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA  
RETURN/AFFIDAVIT OF SERVICE OF SUMMONS

Case No. CJ-2012-02654

Attorneys for Plaintiff:  
GIBBS ARMSTRONG BOROCHOFF  
MULLICAN & HART, P.C.  
601 S. Main, Suite 500  
Tulsa, OK 74119  
918-587-3939

CHRISTIANSEN AVIATION, INC., Plaintiff,

vs.

XL SPECIALTY INSURANCE CO., et al. Defendant.

**CERTIFICATE OF SERVICE BY MAIL**

I certify that I mailed on the 27th day of June, 2012, a copy of the foregoing Summons with a copy of the Petition and Discovery Requests attached to the named Defendant at the address shown by certified mail, addressee only, return receipt requested, and it was received on the date shown:

Date Received: 6-29-12

  
(Signature of person mailing summons)

Tracking

Page 1 of 1

## My Online Services

Profile Print Guide

Systems	Reports	E-Services	Supplies
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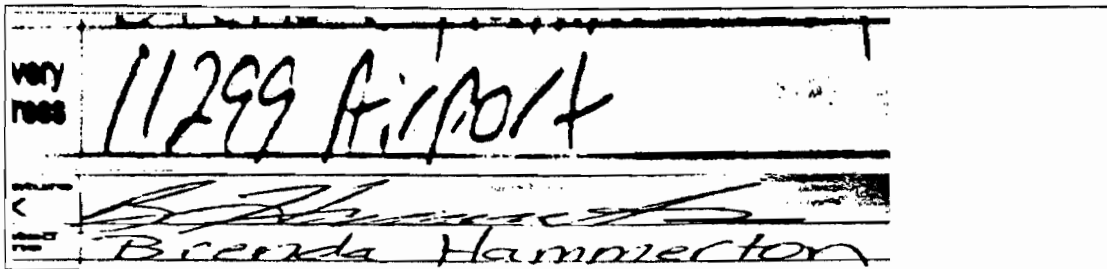
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Status History ?

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Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	ZIP Code:	38654
Service:	ERR	City:	Olive Branch
Value	\$10.750	State:	MS

## Proof of delivery



## Status Details

Status Date	Status
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Fri, 06/29/12, 05:11:00 AM	Arrival at Unit

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.



IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

CHRISTIANSSEN AVIATION, INC., )  
)  
Plaintiff, )  
v. )  
)  
XL SPECIALTY INSURANCE COMPANY, )  
a Foreign Corporation; FALCON INSURANCE )  
AGENCY, INC., A Foreign Corporation; )  
VECTAIR USA, LLC, A Foreign Limited )  
Liability Company; AERO QUEST LLC, d/b/a )  
AIR VENTURE FLIGHT CENTER, A Foreign )  
Limited Liability Company; and NATALIE )  
BINGHAM HOOVER, )  
Defendants. )

Case No. CJ-2012-02654

Attorneys for Plaintiff:  
George Gibbs, OBA #11843  
Jamie Rogers, OBA #19927  
Gibbs Armstrong Borochoff Mullican and  
Hart, P.C.  
601 S. Boulder Ave., Suite 500  
Tulsa, OK 74119  
918-587-3939/918-582-5504 fax

**DISTRICT COURT  
FILED**

SUMMONS

JUL 12 2012

TO THE ABOVE-NAMED DEFENDANT: AERO QUEST LLC  
11299 AIRPORT RD  
OLIVE BRANCH MS 38654

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLAHOMA, TULSA COUNTY

You have been sued by the above-named Plaintiff and you are directed to file a written Answer to the attached Petition in the Court at the above address within twenty (20) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 27th day of June, 2012.

Court Clerk

BY

Deputy Court Clerk

(seal)

This summons and order was served on \_\_\_\_\_  
(date of service)

\_\_\_\_\_  
(Signature of person serving summons)

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THIS SUMMONS.

Return ORIGINAL for filing.



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA  
RETURN/AFFIDAVIT OF SERVICE OF SUMMONS

Case No. CJ-2012-02654

Attorneys for Plaintiff:  
GIBBS ARMSTRONG BOROCHOFF  
MULLICAN & HART, P.C.  
601 S. Main, Suite 500  
Tulsa, OK 74119  
918-587-3939

CHRISTIENSEN AVIATION, INC., Plaintiff,  
vs.  
XL SPECIALTY INSURANCE CO., et al. Defendant.

**CERTIFICATE OF SERVICE BY MAIL**

I certify that I mailed on the 27th day of June, 2012, a copy of the foregoing Summons with a copy of the Petition and Discovery Requests attached to the named Defendant at the address shown by certified mail, addressee only, return receipt requested, and it was received on the date shown:

Date Received: 6-29-12

Aime Russell  
(Signature of person mailing summons)

Tracking

Page 1 of 1

## My Online Services

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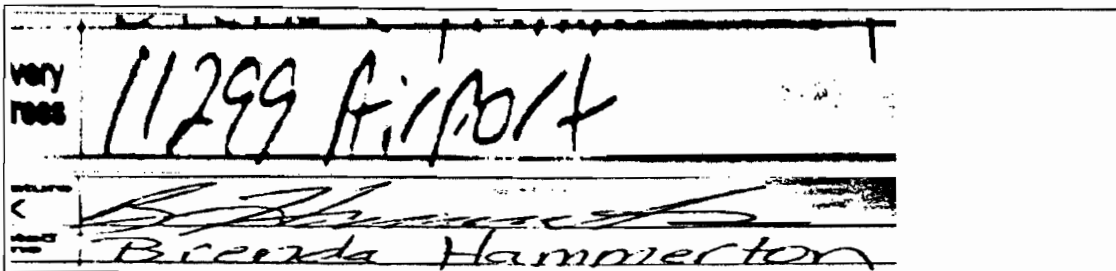
Systems	Reports	E-Services	Supplies
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[Home](#) > [E-Services](#) > Status History

Status History ?

## • Tracking Number Information

Meter:	11616389	Mailing Date:	06/27/12 01:19 PM
Tracking Number:	9171969009350012897053	Sender:	GABMH/AERO QUEST
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	ZIP Code:	38654
Service:	ERR	City:	Olive Branch
Value	\$10.750	State:	MS

[Proof of delivery](#)

## • Status Details

▼ Status Date	Status
Fri, 06/29/12, 10:36:00 AM	OK : Delivered
Fri, 06/29/12, 05:11:00 AM	Arrival at Unit
Fri, 06/29/12, 02:10:00 AM	
Thu, 06/28/12, 07:00:00 PM	Processed (processing scan)

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.





IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

CHRISTIANSSEN AVIATION, INC., )  
)  
Plaintiff, )  
v. )  
)  
XL SPECIALTY INSURANCE COMPANY, )  
a Foreign Corporation; FALCON INSURANCE )  
AGENCY, INC., A Foreign Corporation; )  
VECTAIR USA, LLC, A Foreign Limited )  
Liability Company; AERO QUEST LLC, d/b/a )  
AIR VENTURE FLIGHT CENTER, A Foreign )  
Limited Liability Company; and NATALIE )  
BINGHAM HOOVER, )  
Defendants. )

Case No. CJ-2012-02654

Attorneys for Plaintiff:  
George Gibbs, OBA #11843  
Jamie Rogers, OBA #19927  
Gibbs Armstrong Borochoff Mullican and  
Hart, P.C.  
601 S. Boulder Ave., Suite 500  
Tulsa, OK 74119  
918-587-3939/918-582-5504 fax

**DISTRICT COURT  
FILED**

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: NATALIE BINGHAM HOOVER JUL 12 2012

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLAHOMA, TULSA COUNTY

You have been sued by the above-named Plaintiff and you are directed to file a written Answer to the attached Petition in the Court at the above address within twenty (20) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 27th day of June, 2012.

Court Clerk

BY

Deputy Court Clerk

(seal)

This summons and order was served on \_\_\_\_\_  
(date of service)

\_\_\_\_\_  
(Signature of person serving summons)

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THIS SUMMONS.

Return ORIGINAL for filing.

**EXHIBIT**

6

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA  
RETURN/AFFIDAVIT OF SERVICE OF SUMMONS

Case No. CJ-2012-02654

Attorneys for Plaintiff:  
GIBBS ARMSTRONG BOROCHOFF  
MULLICAN & HART, P.C.  
601 S. Main, Suite 500  
Tulsa, OK 74119  
918-587-3939

CHRISTIENSEN AVIATION, INC., Plaintiff,

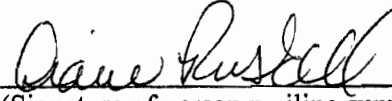
vs.

XL SPECIALTY INSURANCE CO., et al. Defendant.

**CERTIFICATE OF SERVICE BY MAIL**

I certify that I mailed on the 28th day of June, 2012, a copy of the foregoing Summons with a copy of the Petition and Discovery Requests attached to the named Defendant at the address shown by certified mail, addressee only, return receipt requested, and it was received on the date shown:

Date Received: 7-5-12

  
(Signature of person mailing summons)

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## Track & Confirm

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YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
9171969009350012897152		Delivered	July 05, 2012, 12:44 pm	GERMANTOWN, TN 38138	Certified Mail™ Return Receipt Electronic
		Notice Left	June 30, 2012, 10:58 am	GERMANTOWN, TN 38138	
		Arrival at Unit	June 30, 2012, 5:19 am	GERMANTOWN, TN 38138	
		Depart USPS Sort Facility	June 30, 2012	MEMPHIS, TN 38138	
		Processed through USPS Sort Facility	June 29, 2012, 9:39 pm	MEMPHIS, TN 38138	

### Check on Another Item

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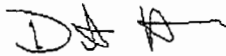


Date: 07/11/2012

MARIA HICKMAN:

The following is in response to your 07/11/2012 request for delivery information on your Certified Mail(TM) item number 7196 9009 3500 1289 7152. The delivery record shows that this item was delivered on 07/05/2012 at 12:44 PM in GERMANTOWN, TN 38138. The scanned image of the recipient information is provided below.

Signature of Recipient:

  
Dustin Hoover

Address of Recipient:

2823 Hedges Road  
Germantown, TN  
38138

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

CHRISTIENSEN AVIATION, INC.,  
A Domestic Corporation,

Plaintiff,

vs.

XL SPECIALTY INSURANCE COMPANY, a  
Foreign Corporation; FALCON INSURANCE  
AGENCY, INC., a Foreign Corporation;  
VECTAIR USA, LLC, a Foreign Limited  
Liability Company; AERO QUEST, LLC,  
d/b/a AIR VENTURE FLIGHT CENTER, a  
Foreign Limited Liability Company, and  
NATALIE BINGHAM HOOVER,

Defendants.

Case No.: CJ-2012-02654  
Judge Sellers

DISTRICT COURT  
**FILED**

JUL 18 2012

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

**SPECIAL ENTRY OF APPEARANCE AND RESERVATION  
OF TIME IN WHICH TO FURTHER PLEAD OR ANSWER**

Pursuant to the provisions of 12 O.S. §2012(A), *Young v. Walton*, 1991 OK 20, 807 P.2d 248, and 12 O.S. §2012(F)(4), the Defendants, XL Specialty Insurance Company, Vectair USA, LLC, Aero Quest, LLC, and Natalie Bingham Hoover, hereby specially enter their appearances and reservation of time, and request an additional twenty (20) days, up to and including August 6, 2012, in which to answer or otherwise plead.

Defendants, XL Specialty Insurance Company, Vectair USA, LLC, Aero Quest, LLC, and Natalie Bingham Hoover, specifically reserve their rights to assert all defenses available by law, including, but not limited to, all defenses specifically identified by 12 O.S. §2012(B). See *Campbell v. American International Group, Inc.*, 1999 OK CIV APP 37, 976 P.2d 1102.

Dated: July 18, 2012.

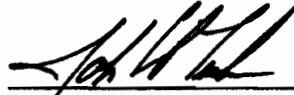
**EXHIBIT**

7



Respectfully Submitted,

By:



JOHN H. TUCKER, OBA #9110

[jtucker@rhodesokla.com](mailto:jtucker@rhodesokla.com)

KERRY L. LEWIS, OBA #16519

[klewis@rhodesokla.com](mailto:klewis@rhodesokla.com)

RHODES, HIERONYMUS, JONES, TUCKER & GABLE  
ONEOK Plaza

100 West 5<sup>th</sup> Street, Suite 400 [74103-4287]

P.O. Box 21100

Tulsa, OK 74121-1100

Phone: (918) 582-1173

Fax: (918) 592-3390

*Attorneys for Defendants, XL SPECIALTY INSURANCE COMPANY, VECTAIR USA, LLC, AERO QUEST, LLC, and NATALIE BINGHAM HOOVER*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 18<sup>th</sup> day of July, 2012, a true and correct copy of the above and foregoing was mailed, with correct postage fully prepaid thereon, to the following:

George Gibbs

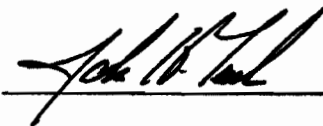
Jamie Rogers

GIBBS ARMSTRONG BOROCHOFF MULLICAN & HART, PC

601 S. Boulder Ave., Suite 500

Tulsa, OK, 74119

*Attorneys for Plaintiff*



## Company Search Look-up

NAIC Consumer Information Source ( <a href="https://eapps.naic.org/cis/">https://eapps.naic.org/cis/</a> )
--

CLOSE

COMPANY DEMOGRAPHICS					
Company Name:	XL SPECIALTY INSURANCE COMPANY			FEIN:	85-0277191
State of Incorporation:	DELAWARE	Incorporation Date:	01/19/1994	Issue Date:	01/19/1994
Company #:	860697	NAIC #:	37885		
NAIC Group #:	1285	NAIC Group Name:	XL AMER GRP		
Domicile Type :	Foreign	Company Type:	Property and Casualty		
Status:	Active				
Effective Date:	01/19/1994				
Please select by clicking the appropriate link for additional information:					
<a href="#">Company Address</a>	<a href="#">Line of Business</a>		<a href="#">Company Name Change History</a>	<a href="#">Company Merger History</a>	

**EXHIBIT****8**

# TEXAS SECRETARY of STATE

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### BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

**Filing Number:** 46879700      **Entity Type:** Domestic For-Profit Corporation  
**Original Date of Filing:** March 27, 1979      **Entity Status:** In existence  
**Formation Date:** N/A  
**Tax ID:** 17420441119      **FEIN:**  
**Duration:** Perpetual  
  
**Name:** FALCON INSURANCE AGENCY, INC.  
**Address:** P.O. BOX 291388  
 KERRVILLE, TX 78029 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
<b>Name</b> J Walker Holland	<b>Address</b> 306 West 7th St, Ste. 500 Fort Worth, TX 76102-4982 USA	<b>Inactive Date</b>			

Order

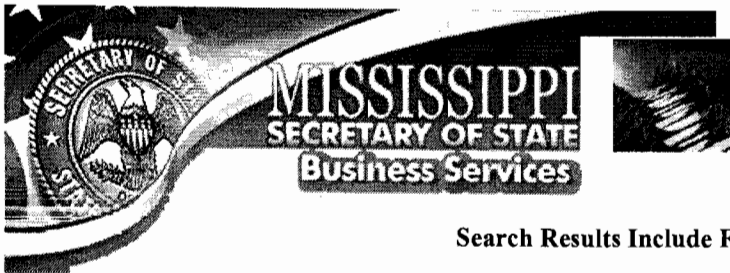
Return to Search

#### Instructions:

- To place an order for additional information about a filing press the 'Order' button.

**EXHIBIT**

**9**



Search Results Include Filings Through 07/15/2012 12:00 AM

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  - \*[By Officer Name](#)
  - \*[By Registered Agent](#)
  - \*[New Corporations](#)
  - [Annual Report](#)
  - \*[File Corporate Annual Report](#)
  - \*[File LLC Annual Report](#)
  - [Verification](#)
  - \*[Verify Certification](#)
  - [Online Orders](#)
  - \*[Register for Online Orders](#)
  - \*[Order Good Standing](#)
  - [Miscellaneous](#)
  - \*[Look Up an SIC](#)

**Business**

**Home**

Date: 7/17/2012      [View Filed Documents](#)  
 Name History

Name	Name Type
Vectair USA, LLC	Legal
VECTOR USA, LLC	Prev Legal

#### Limited Liability Company - Domestic - Information

**Business ID:** 697662  
**Status:** Good Standing  
**Creation Date:** 2/5/2001  
**State of Incorporation:** MS  
**Principal Office Address:** 11299 AIRPORT RD  
 OLIVE BRANCH MS 38654  
**Listing Address:** No Address

#### Registered Agent

**Agent Name:**  
**Office Address:** No Address  
**Mailing Address:** No Address

#### [Officers & Directors](#)

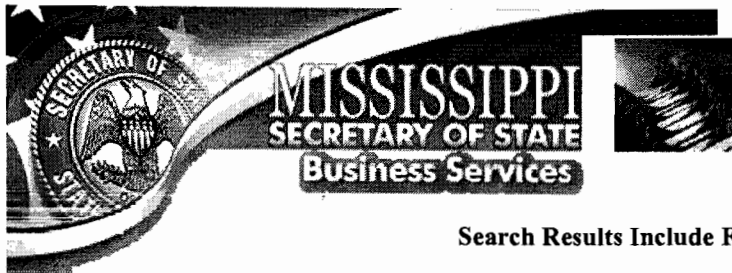
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**EXHIBIT**

**10**



Search Results Include Filings Through 07/15/2012 12:00 AM

- Search
- \*[By Business Name](#)
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  - \*[By Officer Name](#)
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  - \*[Look Up an SIC](#)

Business

Home

Date: 7/17/2012

[View Filed Documents](#)

Name History

Name	Name Type
Aero Quest, LLC	Legal

---

Limited Liability Company - Domestic - Information

**Business ID:** 880182

**Status:** Good Standing

**Creation Date:** 10/20/2005

**State of Incorporation:** MS

**Principal Office Address:** 11299 AIRPORT RD  
OLIVE BRANCH MS 38654

**Listing Address:** No Address

Registered Agent

**Agent Name:** [Hammerton, Ken](#)

**Office Address:** 8000 Terminal Drive  
Olive Branch MS 38654

Mailing Address:

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**EXHIBIT****11**